

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b>		<b>PAGE 1 OF 5</b>										
<b>2. AMENDMENT/MODIFICATION NO.</b> 0001		<b>3. EFFECTIVE DATE</b> See Block 16c		<b>4. REQUISITION/PURCHASE REQ. NO.</b>		<b>5. PROJECT NO. (If applicable)</b>									
<b>6. ISSUED BY</b>		<b>CODE</b> SCO600		<b>7. ADMINISTERED BY (If other than Item 6)</b>			<b>SCO600</b>								
DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD SUITE 4950 FT BELVOIR VA 22060-6222 BUYER/SYMBOL LYNDA BROWN/DESC-BZD PHONE - (703) 767-9295		FAX 703-767-9044													
<b>8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)</b>				<b>X</b>		<b>9a. AMENDMENT OF SOLICITATION NO.</b> SP0600-05-R-0033									
						<b>9b. DATED (SEE ITEM 11)</b> January 3, 2005									
						<b>10a. MODIFICATION OF CONTRACT/ORDER NO.</b>									
						<b>10b. DATED (SEE ITEM 13)</b>									
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>															
<p><b>[ X ]</b> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers          [ ] is extended, [ X ] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p><b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>															
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>															
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>									A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		D. OTHER (Specify type of modification and authority)
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	D. OTHER (Specify type of modification and authority)														
<b>E. IMPORTANT:</b> Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.															
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>  PLEASE SEE ATTACHED.															
<b>: 15A. NAME AND TITLE OF SIGNER (Type or print)</b>				<b>16A. NAME OF CONTRACTING OFFICER</b> <b>DEBRA SIMPSON-MAYEUX</b>											
<b>15B. NAME OF CONTRACTOR/OFFEROR</b>  BY _____ (Signature of person authorized to sign)		<b>15C. DATE SIGNED</b>		<b>16B. UNITED STATES OF AMERICA</b>  BY _____ (Signature of Contracting Officer)		<b>16C. DATE SIGNED</b>									

1. The changes set forth herein are incorporated into solicitation SP0600-04-R-0033. Please acknowledge receipt of this amendment.
2. Reference page 15, Note F. Delete existing Note F and replace with the following:  
F. Product is required without additives. For UK locations, product must conform to Defense Standard 91-91/Issue 5.
3. Reference page 22, paragraph (f) of Clause B19.34 under the subheading Reference Price as of December 7, 2004. Delete the statement "Compute the average low/high priced from Platt's using the ten effective days' prices preceding the date of the lift." Replace with "See Note A."
4. Reference page 22, paragraph (f) of Clause B19.34 for Reference Product Location Jet Av. Fuel 100% Med Basis Italy for JP8, the Reference Price/USG, Effective December 7, 2004 is revised to read \$1.185525. (Platt's effective dated December 17, 2004 has corrections for prices effective December 6, 7, 8, and 9, 2004).
5. Reference page 22, Note C of Clause B19.34. Revise positive adjustment factor to \$0.032735 (using timeframe of 12/1/2003 through 11/30/2004) in lieu of \$0.030958 (using timeframe of 12/3/2003 through 12/2/2004). Revised Note C reads as follows:  
  
C. Offered prices that are submitted based on the escalator, Jet Kerosene, FOB Med Basis Italy, will be subject to a positive adjustment factor of \$0.032735 USD/USG for evaluation purposes only. This factor represents the spread between the differences of the two reference prices and the 12-month averages of both escalators.
6. Reference page 26. Delete Clause C16.64-1 TURBINE FUEL, AVIATION (JP8) (ATL/EUR/MED) (DESC AUG 2004) and replace with Clause C16.64-1 TURBINE FUEL, AVIATION (JP8) (ATL/EUR/MED) (DESC FEB 2005) which appears on page 3 of this amendment.
7. Add Clause E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004) which appears on page 5 of this amendment.

**C16.64-1 TURBINE FUEL, AVIATION (JP8) (ATL/EUR/MED) (DESC FEB 2005)**

- (a) For United Kingdom locations, product must conform to Defence Standard 91-91/Issue 5 dated February 8<sup>th</sup>, 2005.  
(b) For all other locations, Aviation Turbine Fuel shall conform to MIL-DTL-83133E, dated April 1, 1999, modified as follows:

(1) Copper content by IP 225 shall be limited to 150 micrograms/kg maximum. This requirement is waived if fuel is not processed by copper sweetening.

(2) **MERCAPTAN SULFUR REQUIREMENT.** A mercaptan sulfur of 0.0030 maximum mass percent is allowed for shipments into the Central European Pipeline System (CEPS) only.

**(3) ADDITIVE REQUIREMENTS.**

(i) Metal deactivator additive shall not be used in JP8 unless the supplier has obtained written consent from the Procuring Activity. If written approval has been granted, a metal deactivator, N,N disalicylidene-1,2-propanediamine, may be blended into the fuel in an amount not to exceed 5.7 mg active ingredient per liter of fuel.

(ii) Corrosion inhibitor/lubricity improver (CI/LI) is not required/permitted unless stated otherwise in the Schedule. When required, the following CI/LI additives shall be added at the appropriate concentration listed below:

<u>INHIBITOR</u>	<u>CONCENTRATION, GRAMS PER CUBIC METER</u>
Apollo PRI-19	18-22.5
Octel DCI-4A	9-22.5
Hitec 580	15-22.5
Nalco 5403	12-22.5
TOLAD 4410	9-22.5

For deliveries to La Spezia, Italy, the corrosion inhibitor (CI) shall be 3.5 g/m<sup>3</sup> above the minimum effective concentration identified in QPL-25017-20, dated May 31, 2004, for any of the approved corrosion inhibitors.

(iii) Immediately after processing, antioxidant shall be added to hydrogen treated fuels. Antioxidants listed in paragraph 3.3.1.1 of MIL-DTL-83133E, dated April 1, 1999, are acceptable at a concentration of not less than 17.2 mg and not more than 24.0 mg of active ingredient per liter of fuel (6.0 to 8.4 lb/1,000 barrels). For JP8 containing hydrogen treated blendstocks, the following applies: Where a finished fuel consists of a blend of hydrogen treated and nonhydrogen treated components, the requirement for mandatory addition of antioxidant (MIL-DTL-83133E, dated April 1, 1999, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated. In such cases, the proportion of the blend that has been hydrogen treated shall be reported.

(iv) For deliveries to the following locations, Fuel System Icing Inhibitor (FSII) is required:

- (A) Lajes Field, Azores.
- (B) Thule AB, Greenland.
- (C) Truck deliveries to Gioia del Colle, Italy, and Aviano Airbase, Italy.

When required, FSII shall conform to MIL-DTL-85470B, dated June 15, 1999, at a concentration of 0.10 to 0.15 volume percent, unless otherwise stated in the Schedule.

(v) The requirement for static dissipator additive (SDA) (see MIL-DTL-83133E, dated April 1, 1999, paragraph 3.3.3 and fuel electrical conductivity requirement in Table I) is deleted unless stated otherwise in the Schedule. The new formulation of STADIS 450 (active ingredient dinonynaphthylsulfonic acid (DINNSA)) shall be used when SDA is required.

**(4) MICRO SEPAROMETER (MSEP) RATING LIMITS.**

(i) Refer to MIL-DTL-83133E, dated April 1, 1999.

(ii) Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces FSII and/or CI after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.

(iii) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a handblend containing jet fuel, FSII, CI, and AO (AO only if required). The MSEP result of this handblend is a REPORT ONLY requirement, and shall be recorded on the DD Form 250-1 and on the Standard Report Form (see Attachment \_\_\_\_ ) as item number 750X. This result shall be recorded with an asterisk next to it, and with a

footnote below, stating "MSEP result is a REPORT ONLY requirement." Original result of \_\_\_\_\_ on product containing the following additives applies:

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(c) **LINE INJECTION OF ADDITIVES** (applies to product conforming with the specifications of (a) or (b) above). Line injection of FSII, CI, and SDA from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:

(1) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.

(2) When FSII is required, additive concentration (refer to MIL-DTL-83133E, dated April 1, 1999, specification for test methods permitted) must be verified based on a representative shipment sample(s).

(3) Conformance to specification requirement at the custody transfer point is required, however, prior to shipment, a laboratory handblend of jet fuel with all additives required by this contract shall be tested to verify compliance with the required specifications (MSEP analysis shall be performed per Contractor's election in subparagraph (a)(5) above). The MSEP result on this handblend is a REPORT ONLY requirement and shall be recorded as item 750X, both on the Standardized Test Report Form (see Attachment \_\_\_\_\_) and on the DD Form 250-1. A footnote in the Standard Test Report Format will list the additives contained in the 750X sample.

(d) **TESTING** (applies to product conforming with the specifications of paragraph (b) above).

(1) **PARTICULATE CONTAMINATION (PC) TESTING AND FILTRATION TIME (FT) TESTING.**

(i) **PC/FT TESTING.** A minimum sample size of four liters shall be filtered. Use of two membrane filters (a test membrane filter and a control membrane filter) is not required. Use of a single filter is acceptable.

(ii) **FT TESTING.** Round upwards when reporting the filtration time in minutes. For example, an filtration time of 10 minutes, 18 seconds, would be reported as 11 minutes.

(2) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241, shall be performed according to either option A or B described below:

(i) **OPTION A.** In addition to the thermal stability testing requirements MIL-DTL-83133E, dated April 1, 1999, an additional JFTOT test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit) . Shipments will not be delayed pending results of this additional JFTOT test.

(ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit) in lieu of the normal 260 degrees Celsius (500 degrees Fahrenheit). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260 degrees Celsius (500 degrees Fahrenheit). If both tests are performed, the results of the test at 260 degrees Celsius (500 degrees Fahrenheit) will be the basis for acceptance or rejection of the fuel.

(iii) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. When completing the Standardized Test Report Form, the results obtained at 260 degrees Celsius shall be reported using series "B" for item numbers 601, 602 and 603. If a different temperature is used, use series "A" to report the results and item 604 to report the test temperature.

(e) **TEST CONDITIONS AND REPORTS.**

(1) **EXISTENT GUM.** The preferred vaporizing medium for aviation turbine fuel is steam, however, the existent gum test may be performed using air as the vaporizing medium at the following operating temperatures: Bath: 232 to 246 degrees Celsius; Test well: 229 to 235 degrees Celsius.

(2) **REPORTS.**

(i) Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause for additional reporting requirements.

(ii) The DD Form 250-1 for marine shipments shall cite the type, name, and amount of additives added to the fuel.  
(DESC 52.246-9FNQ)

**E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)**

(a) The Government may, at its discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

(b) The following procedures shall be used to request a deviation or waiver to the applicable nonconformance(s). A deviation is a request by a Contractor to deviate from the contract requirements after contract award, but prior to initial production of each product (for the duration of the contract). A waiver is a request by a Contractor to deviate from the contract requirements after initial production or each product (on a case-by-case basis or for a set period).

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a waiver, not a deviation, through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Quality Operations Division (DESC-BQ) of the Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next normal DESC workday (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). As used in this clause, the term extraordinary situation means the matter cannot await resolution until the next normal DESC workday. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is **(800) 286-7633** or **(703) 767-8420; (DSN) 427-8420**.

(2) If a deviation or waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation dictates, a deviation or waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(3) If a deviation or waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government reinspection or retest, if necessary.

(4) If a deviation or waiver is granted modifying this contract but the supplies accepted are subsequently determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the deviation or waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES – FIXED-PRICE, INSPECTION AND ACCEPTANCE OF SUPPLIES (SHIPS' BUNKERS), or CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to—

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government reinspection or retest, if necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

(DESC 52.246-9FQ5)